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7 **UNITED STATES DISTRICT COURT**  
8 **WESTERN DISTRICT OF WASHINGTON**  
9 **AT TACOMA**  
10

11 **STEPHANIE WILSON,**

12 )  
13 Plaintiff,

14 vs.

15 **CREDIT CONTROL, LLC, and**  
16 **RAZOR CAPITAL II, LLC,**

17 )  
18 Defendants.

) Case No.

)

) **COMPLAINT FOR VIOLATION**  
) **OF FEDERAL FAIR DEBT**  
) **COLLECTION PRACTICES ACT**

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19 **NATURE OF ACTION**  
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21 1. This is an action brought under the Fair Debt Collection Practices  
22 Act ("FDCPA"), 15 U.S.C. § 1692 *et seq.*  
23

24 **JURISDICTION AND VENUE**

25 2. This Court has jurisdiction under 15 U.S.C. § 1692k(d) and 28  
26 U.S.C. § 1331.  
27

28 COMPLAINT FOR VIOLATIONS OF THE FAIR  
DEBT COLLECTION PRACTICES ACT-1

WEISBERG & MEYERS, LLC  
3877 N. Deer Lake Rd.  
Loon Lake , WA 99148  
509-232-1882  
866-565-1327 facsimile  
jrobbins@AttorneysForConsumers.com

4. Plaintiff, Stephanie Wilson (“Plaintiff”), is a natural person who at all relevant times resided in the State of Washington, County of Clallam, and City of Port Angeles.

6. Defendant, Credit Control, LLC (“CCL”) is an entity which all  
 ant times was engaged, by use of the mails and telephone, in the business of  
 pting to collect a “debt” from Plaintiff, as defined by 15 U.S.C. § 1692a(5).

8. Defendant, Razor Capital II, LLC, (“Razor”) is an entity that res debt in default merely for collection purposes, and who at all relevant was engaged in the business of attempting to collect a debt from Plaintiff.

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## FACTUAL ALLEGATIONS

10. Plaintiff is a natural person obligated, or allegedly obligated, to pay a debt owed or due, or asserted to be owed or due a creditor other than CCL.

11. Plaintiff's obligation, or alleged obligation, owed or due, or asserted to be owed or due a creditor other than CCL, arises from a transaction in which the money, property, insurance, or services that are the subject of the transaction were incurred primarily for personal, family, or household purposes.

12. Plaintiff incurred the obligation, or alleged obligation, owed or due, or asserted to be owed or due a creditor other than CCL.

13. CCL uses instrumentalities of interstate commerce or the mails in a business the principal purpose of which is the collection of any debts, and/or regularly collects or attempts to collect, directly or indirectly, debts owed or due, or asserted to be owed or due another.

14. Razor purchases debts once owed or once due, or asserted to be once owed or once due a creditor.

15. Razor acquired Plaintiff's debt once owed or once due, or asserted to be once owed or once due a creditor, when the debt was in default.

16. Razor is thoroughly enmeshed in the debt collection business, and Razor is a significant participant in CCL's debt collection process.

1 17. On February 13, 2012, Plaintiff, via her counsel, sent Defendant a  
2 written correspondence, stating in relevant part:

3  
4 “Please be advised that this office represents the above-named  
5 individual regarding the aforementioned account.

6 Having been formally notified of our representation, we respectfully  
7 demand you not contact our client for any reason. Instead, please  
8 direct all future contact and correspondence to this office and in fact  
9 consider this letter express and unequivocal revocation of any  
10 permission our client may have provided you to call them.” See  
11 Correspondence, attached hereto as Exhibit “A.”

12 18. Upon information and good-faith belief Defendant received  
13 Plaintiff’s notice of representation on or about February 27, 2012.

14 19. In connection to the collection of an alleged debt in default, (the  
15 “Debt”), Defendant sent Plaintiff a written communication dated July 6, 2012,  
16 stating in relevant part:

17  
18 “Stephanie M Wilson Our Account Number: [\*\*\*]4076  
19 523 W 4th St. Our client: RAZOR CAPITAL LLC  
20 Port Angeles, WA 98362-2221 Account Number: [\*\*]P382  
21 Date of Service: 10/15/2008  
22 Past Due Balance: \$3,650.87

23 \* \* \* \*

24 Per your instructions, we will be depositing the following check, check  
25 number 69317, in the amount of \$482.33 on 07/14/2012.

26 Thank you for committing to this payment.

27 This communication is from a debt collection agency. This is an attempt

1 to collect a debt and any information obtained will be used for that  
2 purpose.” *See* Correspondence, attached hereto as Exhibit “B

3 20. Plaintiff’s counsel did not consent to any direct communication with  
4 Plaintiff.  
5

6 21. At no time did Plaintiff’s counsel fail to respond within a reasonable  
7 period of time to a communication from Defendant.  
8

9 22. Defendants’ actions constitute conduct highly offensive to a  
10 reasonable person.  
11

12 **COUNT I**  
13 **VIOLATIONS OF 15 U.S.C. § 1692c(a)(2)**  
14 **DEFENDANT CCL**

15 23. Plaintiff repeats and re-alleges each and every allegation above.

16 24. CCL violated 15 U.S.C. § 1692c(a)(2) by communicating with  
17 Plaintiff directly after learning that Plaintiff was represented by counsel, when an  
18 attempt to contact Plaintiff’s counsel had not been made, or Plaintiff’s counsel  
19 was not given sufficient time to respond to an initial attempt to communicate, and  
20 where no permission had been given to contact Plaintiff directly.  
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22

23 25. Razor, by virtue of its status as a “debt collector” under the FDCPA,  
24 is liable for actions of CCL, the debt collector it hired to collect an alleged debt  
25 from Plaintiff on its behalf.  
26  
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1 WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- 2 a) Adjudging that CCL violated 15 U.S.C. § 1692c(a)(2);
- 3
- 4 b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. §
- 5 1692k, in the amount of \$1,000.00;
- 6
- 7 c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. § 1692k;
- 8
- 9 d) Awarding Plaintiff reasonable attorneys' fees and costs incurred in
- 10 this action;
- 11
- 12 e) Awarding Plaintiff any pre-judgment and post-judgment interest as
- 13 may be allowed under the law;
- 14
- 15 f) Awarding such other and further relief as the Court may deem just
- 16 and proper.

17 **COUNT II**

18 **VIOLATIONS OF 15 U.S.C. § 1692c(a)(2)**

19 **DEFENDANT RAZOR**

20 26. Plaintiff repeats and re-alleges each and every allegation above.

21 27. CCL violated 15 U.S.C. § 1692c(a)(2) by communicating with

22 Plaintiff directly after learning that Plaintiff was represented by counsel, when an

23 attempt to contact Plaintiff's counsel had not been made, or Plaintiff's counsel

24 was not given sufficient time to respond to an initial attempt to communicate, and

25 where no permission had been given to contact Plaintiff directly.

26

27

1           28. Razor, by virtue of its status as a “debt collector” under the FDCPA,  
2 is liable for actions of CCL, the debt collector it hired to collect an alleged debt  
3 from Plaintiff on its behalf.  
4

5           WHEREFORE, Plaintiff prays for relief and judgment, as follows:  
6

- 7           a) Adjudging that Razor violated 15 U.S.C. § 1692c(a)(2);  
8           b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. §  
9           1692k, in the amount of \$1,000.00;  
10           c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. § 1692k;  
11           d) Awarding Plaintiff reasonable attorneys’ fees and costs incurred in  
12           this action;  
13           e) Awarding Plaintiff any pre-judgment and post-judgment interest as  
14           may be allowed under the law;  
15           f) Awarding such other and further relief as the Court may deem just  
16           and proper.  
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**TRIAL BY JURY**

Plaintiff is entitled to and hereby demands a trial by jury.

Respectfully submitted this 12th day of September, 2012.

s/Jon N. Robbins

Jon N. Robbins

WEISBERG & MEYERS, LLC

Attorney for Plaintiff

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